

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B.1 GENERAL

This requirement is under NAICS Code 541712 (Research and Development in the Physical, Engineering, and Life Sciences - except Biotechnology) - with a size standard of 500 employees. During the term of this contract, the Contractor shall furnish and make available all of the necessary professional, technical, administrative support labor and management services to accomplish the requirements set forth in Section C, Statement of Work

B.2 TYPE OF CONTRACT

The contract type for this acquisition is COST REIMBURSEMENT, INDEFINITE DELIVERY INDEFINITE QUANTITY with associated task orders. Given a general Scope of Work addressed in the contract, the issuance of Task Orders will provide the flexibility to refine the specific requirement and associated costs. Task Orders will also detail the work to be performed, define the value of the work, identify the task order funding level, and indicate the period of performance and deliverables.

The total ceiling for the 7-year contract period is not to exceed \$60,000,000.00, if all option years are exercised.

B.3 ESTIMATED COST

The total estimated cost for the full performance of this contract for the seven year period (which consists of a five year base period and two - one year options) for one of multiple awards, are as follows:

BASE REQUIREMENT – YEAR 1 through YEAR 5

CLIN 001 - BASE YEAR 1 (contract award – 12 months thereafter)

Costs shall reflect unburdened labor rates, Overhead, General and Administrative costs, and any appropriate escalation charges as listed below.

LABOR CATEGORY	LABOR HOURS	UNBURDENED RATE	TOTAL COST
Professor I	800	\$	\$
Professor II	1040	\$	\$
Graduate Student I	1440	\$	\$
Graduate Student II	1440	\$	\$
Researcher I	1440	\$	\$
Researcher II	1440	\$	\$
LABOR COST			\$
General & Administrative			\$
Overhead			\$

TOTAL LABOR COST			\$
Other Direct Costs Total			\$
Travel (NTE)			\$50,000.00
Materials			\$
TOTAL COST			\$
OPTIONAL CLINS			
	<u>Conference</u>	<u>Conference Costs</u>	
CLIN 001A	Conference A	\$	
CLIN 001B	Conference B	\$	
CLIN 001C	Conference C	\$	
CLIN 001D	Conference D	\$	
Travel (NTE)			\$50,000.00

CLIN 002 - BASE YEAR 2 (13th month – 24th month)

Costs shall reflect unburdened labor rates, Overhead, General and Administrative costs, and any appropriate escalation charges as listed below.

LABOR CATEGORY	LABOR HOURS	UNBURDENED RATE	TOTAL COST
Professor I	800	\$	\$
Professor II	1040	\$	\$
Graduate Student I	1440	\$	\$
Graduate Student II	1440	\$	\$
Researcher I	1440	\$	\$
Researcher II	1440	\$	\$
LABOR COST			\$
General & Administrative			\$
Overhead			\$
TOTAL LABOR COST			\$
Other Direct Costs Total			\$
Travel (NTE)			\$50,000.00
Materials			\$
TOTAL COST			\$
OPTIONAL CLINS			
	<u>Conference</u>	<u>Conference Costs</u>	
CLIN 002A	Conference A	\$	
CLIN 002B	Conference B	\$	
CLIN 002C	Conference C	\$	
CLIN 002D	Conference D	\$	
Travel (NTE)			\$50,000.00

CLIN 003 - BASE YEAR 3 (25th month – 36th month)

Costs shall reflect unburdened labor rates, Overhead, General and Administrative costs, and any appropriate escalation charges as listed below.

LABOR CATEGORY	LABOR HOURS	UNBURDENED RATE	TOTAL COST
Professor I	800	\$	\$
Professor II	1040	\$	\$
Graduate Student I	1440	\$	\$
Graduate Student II	1440	\$	\$
Researcher I	1440	\$	\$
Researcher II	1440	\$	\$
LABOR COST			\$
General & Administrative			\$
Overhead			\$
TOTAL LABOR COST			\$
Other Direct Costs Total			\$
Travel (NTE)			\$50,000.00
Materials			\$
TOTAL COST			\$
OPTIONAL CLINS			
	<u>Conference</u>	<u>Conference Costs</u>	
CLIN 003A	Conference A	\$	
CLIN 003B	Conference B	\$	
CLIN 003C	Conference C	\$	
CLIN 003D	Conference D	\$	
Travel (NTE)			\$50,000.00

CLIN 004 - BASE YEAR 4 (37th month – 48th month)

Costs shall reflect unburdened labor rates, Overhead, General and Administrative costs, and any appropriate escalation charges as listed below.

LABOR CATEGORY	LABOR HOURS	UNBURDENED RATE	TOTAL COST
Professor I	800	\$	\$
Professor II	1040	\$	\$
Graduate Student I	1440	\$	\$
Graduate Student II	1440	\$	\$
Researcher I	1440	\$	\$
Researcher II	1440	\$	\$
LABOR COST			\$
General & Administrative			\$

Overhead			\$
TOTAL LABOR COST			\$
Other Direct Costs Total			\$
Travel (NTE)			\$50,000.00
Materials			\$
TOTAL COST			\$
OPTIONAL CLINS			
	<u>Conference</u>	<u>Conference Costs</u>	
CLIN 004A	Conference A	\$	
CLIN 004B	Conference B	\$	
CLIN 004C	Conference C	\$	
CLIN 004D	Conference D	\$	
Travel (NTE)		\$50,000.00	

CLIN 005 - BASE YEAR 5 (49th month – 60th month)

Costs shall reflect unburdened labor rates, Overhead, General and Administrative costs, and any appropriate escalation charges as listed below.

LABOR CATEGORY	LABOR HOURS	UNBURDENED RATE	TOTAL COST
Professor I	800	\$	\$
Professor II	1040	\$	\$
Graduate Student I	1440	\$	\$
Graduate Student II	1440	\$	\$
Researcher I	1440	\$	\$
Researcher II	1440	\$	\$
LABOR COST			\$
General & Administrative			\$
Overhead			\$
TOTAL LABOR COST			\$
Other Direct Costs Total			\$
Travel (NTE)			\$50,000.00
Materials			\$
TOTAL COST			\$
OPTIONAL CLINS			
	<u>Conference</u>	<u>Conference Costs</u>	
CLIN 005A	Conference A	\$	
CLIN 005B	Conference B	\$	
CLIN 005C	Conference C	\$	
CLIN 005D	Conference D	\$	
Travel (NTE)		\$50,000.00	

Total Estimated Cost – All Base Years \$ _____

OPTIONAL REQUIREMENTS – YEAR 6 and YEAR 7

CLIN 006 - OPTION YEAR 1, Contract Year 6 (12 month period after option is exercised)

Costs shall reflect unburdened labor rates, Overhead, General and Administrative costs, and any appropriate escalation charges as listed below.

LABOR CATEGORY	LABOR HOURS	UNBURDENED RATE	TOTAL COST
Professor I	800	\$	\$
Professor II	1040	\$	\$
Graduate Student I	1440	\$	\$
Graduate Student II	1440	\$	\$
Researcher I	1440	\$	\$
Researcher II	1440	\$	\$
LABOR COST			\$
General & Administrative			\$
Overhead			\$
TOTAL LABOR COST			\$
Other Direct Costs Total			\$
Travel (NTE)			\$50,000.00
Materials			\$
TOTAL COST			\$
OPTIONAL CLINS			
	<u>Conference</u>	<u>Conference Costs</u>	
CLIN 006A	Conference A	\$	
CLIN 006B	Conference B	\$	
CLIN 006C	Conference C	\$	
CLIN 006D	Conference D	\$	
Travel (NTE)			\$50,000.00

CLIN 007 - OPTION YEAR 2, Contract Year 7 (12 month period after option is exercised)

Costs shall reflect unburdened labor rates, Overhead, General and Administrative costs, and any appropriate escalation charges as listed below.

LABOR CATEGORY	LABOR HOURS	UNBURDENED RATE	TOTAL COST
Professor I	800	\$	\$

Professor II	1040	\$	\$
Graduate Student I	1440	\$	\$
Graduate Student II	1440	\$	\$
Researcher I	1440	\$	\$
Researcher II	1440	\$	\$
LABOR COST			\$
General & Administrative			\$
Overhead			\$
TOTAL LABOR COST			\$
Other Direct Costs Total			\$
Travel (NTE)			\$50,000.00
Materials			\$
TOTAL COST			\$
OPTIONAL CLINS			
	<u>Conference</u>	<u>Conference Costs</u>	
CLIN 007A	Conference A	\$	
CLIN 007B	Conference B	\$	
CLIN 007C	Conference C	\$	
CLIN 007D	Conference D	\$	
Travel (NTE)		\$50,000.00	

Total Estimated Cost – All Option Years \$_____

B.4 TRAVEL AND MATERIAL/OTHER DIRECT CHARGES EXPENSES

The Travel and Material/Other Direct Charges (ODC) expenses figures are budgeted amounts that must not be exceeded by the Contractor but must be included in the overall contract amount. Material/Other Direct Charges expenses include, in addition to tangible items such as equipment and consumables, services obtained such as through consultants. This category is for expenses in excess of \$100.00 per item or \$500.00 aggregated which would not ordinarily be considered as absorbed in indirect rates. In general, reimbursement for charges in excess of \$100.00 per item or \$500.00 aggregated will be made only for necessary and reasonable expenses, provided brief justification is contained in subsequent invoices. Travel and Material/Other Direct Charges must have general and administrative expenses applied, but no fee or profit. Other than authorized travel costs and ODC, the government will not recognize any additional costs. The Government will reimburse the Contractor for associated travel cost in accordance with Section G.

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PART I - SECTION C STATEMENT OF WORK

C.1 BACKGROUND

The National Center of Excellence for Aviation Operations Research (NEXTOR) was established on June 26, 1996 as one of the five Centers of Excellence created by the Federal Aviation Administration (FAA). By 2002, NEXTOR was comprised of the following 5 primary Universities: University of California at Berkeley, Massachusetts Institute of Technology, University of Maryland, Virginia Polytechnic Institute and State University, and George Mason University.

Under the current NEXTOR contracts, NEXTOR has produced numerous papers, theses and doctoral dissertations and engaged in formal knowledge and personnel exchange activities. These initiatives have been instrumental in the successful transfer and sharing of new technologies, have enhanced our current scientific knowledge base within the FAA and throughout the aviation community, and have helped to educate and prepare the next generation of aviation professionals.

A few of the past achievements under the NEXTOR contracts are as follows:

- NEXTOR Modeling and Analysis to support several Joint Resource Council (JRC) decisions; such as, ASDE-X (Airport Surface Detection Equipment Model X) and Data Communication for NextGen.
- NEXTOR helped develop the National Airspace System (NAS) Strategy Simulator, which was used in the formulation of the FAA reauthorization.
- NEXTOR evaluated slot auctions as a means of controlling congestion, and ran a large-scale simulation of auctions which involved several airlines and other industry participants.
- NEXTOR has conducted short courses to help improve FAA personnel's awareness of analysis techniques used in air transportation and operations research techniques in decision making with applications to FAA problems.

Because of the value inherent in NEXTOR and the potential for future contributions to the aviation community, FAA desires to continue its relationship with the University community under the proposed NEXTOR II program.

C.2 SCOPE

The FAA, through the NEXTOR II Program, is interested in acquiring services focusing on improving the aviation transportation community by advancing new ideas and paradigms for aviation operations, educating, training of aviation professionals, and promoting knowledge exchange among universities/colleges, industry, Government, and academic leaders.

C.3 STANDARDS, REGULATIONS AND DOCUMENTATIONS

The Contractor must comply with the guidance and regulations as outlined in OMB Circular No. A-21, Principles For Determining Costs Applicable To Grants, Contracts, And Other Agreements

With Educational Institutions. In the event of conflict between OMB Circular No. A-21 and this contract, the contract shall control.

C.4 SUPPORT OF THE NEXTGEN IMPLEMENTATION PLAN

The FAA has developed a NextGen Implementation Plan (formerly, the Operational Evolution Partnership, (OEP)) that defines the agency's path to NextGen. The NextGen Implementation Plan consists of solid, fully-funded commitments to new operational capabilities, new airport infrastructure, and improvements to safety, security, and environmental performance. A major goal of this program is to award multiple contracts in order to implement research activities instrumental to the FAA's NextGen Implementation Plan.

NEXTOR currently supports the following major NextGen programs. A brief summary of NEXTOR member's performance activities under each program is provided below, as follows:

- **Collaborative Decision Making (CDM)**
 1. Develop new operational procedures and decision support tools for implementing and managing Ground Delay Programs (GDP).
 2. Generate better quality information from the FAA and the NAS and
 3. Create tools and procedures that allow NAS and FAA to collaborate in the formulation of flow management actions.
- **Wake Vortex**
 1. Develop models of current operations for use as a modeling baseline in studies of future NextGen era operations.
 2. Assess relative wake turbulence encounter probability associated with NextGen scenarios.
- **Safety Analysis**
 1. Establish the mathematical "laws" that predict how various precursors of aviation accidents (e.g., major runway incursions, operational errors of different kinds) might evolve in the future.
 2. Create models of serious runway incursions and operational errors which would allow the FAA to analyze the risk of fatalities associated with serious runway incursions and operational errors.
 3. Conduct feasibility studies to create "early warning" models that indicate when observed events could foreshadow an unanticipated growth in future safety risks.

C.5 TECHNICAL AREAS OF WORK

The following technical areas describe the topics that the Office of Performance Analysis and Strategy is interested in investigating. Within each technical area, the NEXTOR II participants may perform the following activities: (1) Analyze or study the technical area, (2) Propose solutions or provide recommendations for problems identified in the technical area, (3) Research the impacts of solutions or decisions related to the technical area, and (4) Create models and simulations that analyze scenarios for the technical area or can assess the impacts and/or solutions for the technical area.

The FAA intends to acquire on-going aviation research services through NEXTOR II based on the critical continuing needs of the aviation transportation community. NEXTOR II will be supporting research efforts for the FAA's NextGen Implementation Plan. NEXTOR II will support research requirements for the following efforts:

C.5.1 TACTICAL TRAFFIC MANAGEMENT

This technical area focuses on investigating aviation operations on a tactical level.

- a. Airport Surface - Addresses aspects of the airport surface such as runway incursions, ground collisions, low visibility surface movement detection systems, and surface-related delays.
- b. Terminal Operations - Addresses aircraft departing from, or entering into, the terminal area or airport.
- c. Enroute Flight Operations - Addresses issues related to routes of flight through the NAS, including but not restricted to, management of aircraft fuel consumption, en route delays, severe weather avoidance, utilization of favorable winds, and collision avoidance.
- d. Situational Awareness - Addresses how technology and procedures contribute to better situational awareness and their impact on NAS performance.
- e. New Aircraft Categories - Addresses the impact of new aircraft categories, such as Unmanned Aerial Vehicles (UAV) on the NAS.

C.5.2 STRATEGIC TRAFFIC MANAGEMENT

This technical area focuses on strategic operations and the equipment and procedures that contribute towards improving strategic performance.

- a. Traffic Flow Management - Addresses existing and proposed solutions for efficient traffic flow management such as optimizing air traffic flow at airports, alleviating air traffic congestion, investigating components that will be integrated into the NextGen solution, and conducting studies on the Airspace Flow Program.
- b. Collaborative Decision Making - Addresses new operational procedures and decision support tools for implementing and managing all operations, such as GDP, generating better quality information from the FAA and the NAS, and creating tools and procedures that allow air service providers, FAA, and Domestic and International Airlines to collaborate in the formulation of flow management actions.
- c. Trajectory-Based Operations - Addresses the shift from clearance-based control to trajectory-based control.
- d. Flow Control, Scheduling, and Workload Distribution - Addresses issues related to passenger and aircraft flow, scheduling, and related workload distribution issues, including but not limited to assignment and transshipment problems, movement of passengers into and out of the airport area, and personnel scheduling issues.

C.5.3 SAFETY, SECURITY, AND ENVIRONMENT

This technical area focuses on the safety, security, and environmental impact of the aviation industry.

- a. External Flight Hazards - Addresses external flight hazards, such as weather, wake turbulence, mid-air collisions, threats to civil aviation, and terrorism threat assessment.
- b. Aircraft Separation Standards - Addresses the impact of changing or reducing separation standards and related safety implications. Such studies could examine wake vortex constraints on aircraft separation or other technological changes such as improved surveillance.
- c. Staffed NextGen Towers (SNT) - Addresses safety issues and operational efficiencies of implementing SNTs, such as analytical products to assess roles and responsibilities of pilots and controllers, information needs and flows, operational impacts, and requirements related to SNT concepts.
- d. FAA's Role in Aviation Security - Addresses FAA's role in operating a secure NAS.
- e. Environment - Addresses the impacts of aircraft operations on the environment, including but not restricted to emissions (noise and other), fuel consumption, and alternative fuels.
- f. Human Factors - Addresses how changes to automation, technology, procedures, and organization affect human workload. Research areas include, but are not limited to, the effect of cockpit automation on pilot workload, changes in workload and training issues created by NextGen solutions, cockpit design, flight-crew communication, Air Traffic Control Specialist automated versus manual workload, controller workstation design, organizational behavior, and effects of improvements in situational awareness.

C.5.4 SYSTEM PERFORMANCE AND ASSESSMENT MEASUREMENTS

This technical area focuses on defining metrics and measuring performance.

- a. Performance Assessment Monitoring for Air Service Providers - Addresses the need to monitor the performance of the FAA and other air service providers to insure the safest and most efficient system possible.
- b. Performance Metrics for Airlines - Addresses ways to measure airline performance.

C.5.5 WEATHER IMPACT

This area focuses on weather-related analysis.

- a. Weather Data and Forecasting for Aircraft Operations - Addresses weather data and weather forecast analysis that help mitigate the impact of weather on travel.
- b. Weather Technology - Addresses how to integrate scientific and operational techniques in weather technology to enable aviation system users to mitigate the negative impact of adverse weather.
- c. Weather Impact - Addresses understanding the impact of weather on the NAS.

C.5.6 INFRASTRUCTURE

This technical area focuses on the assessment of current and future hardware and software, their costs and benefits, and procedures and timelines for installing them.

- a. NextGen Facility/Equipment Configuration Risk Analysis - Addresses consolidation and NAS performance and the related risks. Activities under this subject include, but are not restricted to, the following: review literature related to current Air Traffic Control (ATC) systems architecture and its critical components in terms of current facilities and NAS equipment strings, FAA techniques, and models (such as facility/equipment configuration risk models) in use; address shortcomings of the existing models and techniques and areas where improvement is needed; review NextGen architecture requirements and describe deficiencies of the proposed concept and techniques; and conduct studies related to the consolidation of NAS facilities/equipment, operational changes, infrastructure and the impact of outages on NAS.
- b. Navigation, Communication, and Data Transfer - Addresses the performance and cost effectiveness of new hardware and software for navigation, communication, and data transfer systems or protocols.
- c. Automation - Addresses the development of and impacts of new automation procedures and technologies on the NAS.
- d. Equipage - Addresses the development of and impacts of new aircraft and ATC equipment on the NAS.
- e. Software Certification and Reliability - Addresses the development of protocols for ensuring that safety-critical software performs reliably and predictably under a wide range of conditions.

C.5.7 ECONOMIC ANALYSIS

This technical area focuses on the economics of the aviation industry, the economic benefits of capital investment, and current and future trends.

- a. Economic and Risk assessment of Current and Future NAS Structures - Addresses research activities related, but not limited to, the following: the costs and benefits of changes to the aviation community; the cost risks associated with process reengineering efforts; the current state and performance-based future of harmonized global aviation standards and services to keep new and existing markets open.
- b. Economic Impact – Addresses the economic impact of aviation on the local, national, and international economies, and how constraints on aviation affect economic growth.
- c. Trends Analysis - Addresses future global and national economic trends that might impact aviation activity and economics.
- d. Operational Benefits of FAA Capital Programs - Addresses activities that provide pre- and post- operational benefits for programs, such as Airspace Flow Program (AFP) and Data Communications Benefits Analysis (NextGen).
- e. Financial Strategies and Incentives - Addresses the need for research into making the NAS financially efficient and how to incentivize NAS stakeholders. Research areas include but are not limited to incentivize airlines to equip with new technologies.

C.5.8 DATA, TOOLS, AND TRAINING SUPPORT

This technical area focuses on providing data, tools, and training support to the aviation analytical community.

- a. Modeling and Tools Library - Addresses the development and maintenance of a library of modeling and simulation tools.
- b. Analytical Database Development - Addresses the development and analysis of databases in order to assess past performance and identify opportunities for improvement of equipment and procedures.
- c. Conferences and Symposia - Addresses the need for conducting frequent conferences, research symposia and seminars for the aviation industry, government and academia, as well as providing training to FAA personnel.

Because NEXTOR provides innovative research and results, the FAA may, as a result of their findings, provide additional areas of tasking.

C.6 PROGRAM REVIEWS/MEETINGS/CONFERENCES

Program reviews are intended to portray progress on the contract and to address program issues. The University will conduct program reviews, as required by the Government. The Government will select agenda items for formal presentation, notify the University of the schedule and location for the review, and publish the agenda and list of authorized attendees. A minimum of ten working days shall be provided to the University for preparation of the review presentation. Scheduling of reviews shall be at the discretion of the Government. At the direction of the Government, attendance will be limited to specifically authorized personnel at meetings during which proprietary matters will be discussed. All non-Government and Government personnel without signed non-disclosure agreements will be excluded from portions of meeting during which any proprietary information is discussed.

Technical Interchange Meetings (TIMs) shall be held as necessary to ensure effective resolution of issues throughout the life of the contract. The purpose of these meetings will be to identify, discuss and resolve technical, schedule, or programmatic issues associated with the contract in general or with a specific task. These meetings will also be conducted to discuss the status of research activities. The University shall participate in weekly, bi-weekly, or monthly meetings and/or teleconferences as deemed necessary by the COTR.

C.6.1 CONFERENCES & SYMPOSIUMS

Conferences, Short Courses and Symposia: Ongoing training and education and exchange of knowledge among government, industry, and academia play a critical role in the success of the Federal Aviation Administration (FAA). Conferences and Symposia must be delivered that will bring together academic researchers, consultants, users, and government officials to consider technical and organizational aspects of the FAA's success in implementing and in developing benchmarks for measuring success of the Operational Research for the NAS.

Conferences, short courses and symposia are organized to address the latest thinking on how NAS performance should be conceptualized, defined, and measured; to review and assess the potential to improve performance and how these gains should be monitored; to discuss NAS performance trends and their implications, and compare FAA trends with those of other Air Navigation Service Providers.

C.7 TECHNICAL REPORTS

Technical reports may be required per issued task order. The Contractor shall deliver the requested number of copies in accordance with the pertinent task order. The Government will notify the University as to the acceptability of the technical report, and the time period for the Contractor to complete corrective actions, in accordance with the instructions in the pertinent task order

All technical reports shall be complete, thorough, detailed, accurate, technically sound and clearly responsive to requirements. They shall be representative examples of the current state-of-the-art methodology in the technical field involved and presented in professionally prepared documents. Each technical report shall exhibit adequate treatment of its subject, as well as intellectual integrity. The conclusions reached and the recommendations made in each technical report shall be clearly stated, thoughtfully developed, and presented so as to be easily extracted for Government use. Alternate courses of action shall be thoroughly discussed. Presumed consequential actions and events resulting from recommendations shall be thoroughly explored.

Each technical report shall include an engineering abstract of the document's contents. Documents of over five pages in length shall include a Summary Statement which shall contain a brief summation of the problems explored, the objectives of the exploration, the conclusions reached, and the recommendations made. Controlled distribution products and other sensitive documents will receive special handling as appropriate.

Each report shall also include any additional information required in accordance with the Statement of Work requirements as addressed in individual Task Orders. Deliverable documents must be provided in draft form for optional review by the Government. After government review and comment, the contractor must deliver a final version of the deliverable that incorporates the government comments. Exceptions are periodic documents such as weekly and monthly reports. All deliverables are the property of the government and must be provided in electronic format.

The Contractor shall deliver all documentation produced under this contract to the Government as specified. The Contractor shall deliver electronic copies to the designated FAA Program Manager (PM), and the designated COTR. The electronic copies must be readable on a system executing the Windows Operating System and running Microsoft Word, Microsoft Excel, and Visio. (Other formats may be appropriate with the Government's consent.)

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PART I - SECTION D

PACKAGING AND MARKING

D.1 PRESERVATION, PACKAGING AND PACKING

The Contractor shall be responsible for the preservation, packing, and packaging of all items to be delivered under this contract. This responsibility shall be carried out in a manner wherein adequate protection is provided against physical damage during shipment and handling from sources of supply to the specific destination. The Contractor shall preserve, pack and package in such a way to ensure complete delivery at destination without damage or deterioration of the supplies due to the hazards of shipping, handling or storage.

The Contractor shall perform all Packaging, Handling, Storage and Transportation in accordance with ASTM-D-9951, Standard Practices for Commercial Packaging.

Except for those deliverables where the urgency of receipt of the deliverables by the Government necessitates the use of the most expeditious method of delivery, deliverables under this contract shall be mailed by first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of deliverables under this contract without the advance approval of the COTR.

All deliverable items required by this contract shall be shipped F.O.B. Destination, within the consignee's premises, with all mailing and transport expenses prepaid by the Contractor.

D.2 MARKING

In addition to information provided with shipping instructions, all deliverables shall be marked with the following:

1. Name and Address of the Contractor
2. FAA Contract Number under which the item is being delivered
3. Identification of the CLIN number
4. List of contents
5. Name of Item and FAA nomenclature
6. Report Title, CDRL nomenclature.
7. Notice of partial or final delivery
8. Name and Routing Symbol of person(s) to whom deliverable is being sent

D.3 ELECTRONIC DELIVERY

Unless otherwise stated in individual delivery orders, an acceptable delivery method includes electronic mail and standard mail delivery. As such, all monthly reports and technical reports, manuals, documentations (and any other deliverable as requested by the FAA) may be delivered in electronic format. If submitted by electronic delivery, an additional three (3) hard copies shall be delivered to the FAA COTR.

Exception: The Contractor shall not send by unencrypted electronic mail any information that:

- a. is classified (at the “For Government Use Only” level or higher), or
- b. the Contracting Officer’s Technical Representative (COTR) or Contracting Officer (CO) has informed the Contractor is inappropriate for transfer by unencrypted e-mail.
- c. is “sensitive security information.”

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PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 3.10.4-1 CONTRACTOR INSPECTION REQUIREMENTS (APRIL 1996)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts.

E.2 3.10.4-4 INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)

- (a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may:
 - (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
 - (2) reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
 - (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or

(2) terminate the contract for default.

**E.3 3.10.4-8 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)
(APRIL 1996)**

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

E.4 ACCEPTANCE OF DELIVERY ITEMS

Final acceptance of all deliverable items shall be made by the COTR or designated Government representative, unless otherwise specified in the contract.

E.5 3.10.4-15 CERTIFICATE OF CONFORMANCE (APRIL 1996)

- a. When authorized in writing by the Contracting Officer, the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the Contracting Officer, or inspection and acceptance have occurred.
- b. The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the Contracting Officer copy when requested by the Contracting Officer. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.
- c. The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.
- d. The certificate shall read as follows:
'I certify that on ____ [insert date], the ____ [insert Contractor's name] furnished the supplies or services called for by Contract No. ____ via ____ [Carrier] on ____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.'

Date of Execution: _____

Signature: _____

Title: _____

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The contract period of performance under this contract shall be as follows:

BASE REQUIREMENT (5 YEARS)

The period of performance for the Base Requirement shall be from the effective date of the contract through five years thereafter.

Base Year 1 (contract award – 12 months thereafter)

Base Year 2 (13th month – 24th month)

Base Year 3 (25th month – 36th month)

Base Year 4 (37th month – 48th month)

Base Year 5 (49th month – 60th month)

OPTIONAL PERIOD (2 ONE YEAR OPTIONS)

The period of performance for the total option period (if all options are exercised) shall extend two years from the end of the base period.

Option Year 1 (date of exercised option – 12 months thereafter)

Option Year 2 (date of exercised option – 12 months thereafter)

F.2 EXERCISE OF OPTIONS

The Government may exercise the option for the work set forth below by the Contracting Officer's issuance of a modification exercising such. The parties agree that the Statement of Work can be accomplished with the categories of labor and the quantities shown above. The rates shown under the total estimated cost column are fully burdened rates including profit.

F.3 UNILATERAL EXERCISE OF THE OPTIONAL REQUIREMENTS

Options may be exercised anytime prior to the expiration of the current base requirement contract term. The Government may unilaterally extend the term of this contract by exercising the option prior to the effective date of the option. If the Government exercises the option, the extended contract shall be considered to include this option provision. Unless otherwise extended by mutual agreement of both parties, the performance period of Option Year I, (if exercised) shall not extend beyond 12 months from exercise of Option Year I; Option Year II – shall not extend beyond 12 months from exercise of Option Year II, etc.

F.4 DELIVERABLES

As a result of performance of the efforts set forth in the Statement of Work (for each task order issued), the following deliverable report(s) and any other associated data, applicable under this contract, must be furnished to the Government in a manner prescribed in Section G.6.

Item	Deliverable	Description	Delivery Date
1	Progress/Status Report	The report shall include an updated schedule, accomplishments, risks and its mitigation strategies.	Monthly - within 14 calendar days after the end of the month-end accounting period
2	Performance Reports	Members will submit narrative quarterly performance reports on progress achieved in all areas of the work performed	No later than 15 calendar days after the end of each quarter *
3	Cost Management Report/ Finance Report	The report shall include current and cumulative expenditures and a forecast of planned expenditures for each task order.	Monthly - within 14 calendar days after the end of the month-end accounting period
4	Technical Interchange Meetings Reports	Meeting to discuss issues and updates.	As required
5	Government Property Inventory Report	The report shall be prepared as of July 31 of each year listing all Government property (under the purview of this contract) in its possession and in the possession of all partners/subcontractors during the previous twelve months.	Annually on September 15 th
6	Trip Report	For invoiced travel, the Contractor shall submit a report detailing discussions /conclusions/ courses of action resulting from the trip.	As required

**Quarters will be designated by Federal fiscal year periods (i.e. October – December; January – March, April – June and July – September).*

F.5 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled, and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.6 3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL (OCTOBER 2006)

- (1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.
- (2) Substitution of Personnel.
 - (a) For the first 180 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.
 - (b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.
- (3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a

designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 30 days (if a security clearance must be obtained, at least 60 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

F.7 3.11-34 F.O.B. DESTINATION (APRIL 1999)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

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PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G1. CONTRACT ADMINISTRATION

The Points of Contact for this Contract are as follows:

Contracting Officer

Ms. La Keisha Wiley-Bess
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591
Telephone: (202) 267-7694
E-Mail: Lakeisha.Wiley-Bess@faa.gov

Contract Specialist

Ms. Deborah Y. Owolabi
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591
Telephone: (202) 493-4284
E-Mail: Deborah.Owolabi@faa.gov

Contracting Officer's Technical Representative & FAA Program Manager

Ms. Aimee C. Fite
Federal Aviation Administration
Office of Performance Analysis and Strategy
1250 Maryland Avenue, SW
Portal Building, 3rd Floor
Washington, DC 20024
Telephone: (202) 385-7158
Fax: (202) 385-7219
E-Mail: Aimee.Fite@faa.gov

(INSERT INSTITUTION NAME) Contractor Program Manager

INFORMATION TO BE ADDED POST AWARD

G.2 FAA CONTRACTING OFFICER'S (CO) AUTHORITY

The FAA Contracting Officer assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. In this regard, the Contracting Officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and

notwithstanding any provision contained elsewhere in this contract, this authority remains solely with the Contracting Officer.

It is the responsibility of the Contractor to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Work not ordered by the Contracting Officer and/or work outside the scope of the contract shall not be reimbursed by the Government. The Contractor must immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under the contract.

G.3 3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JANUARY 2008)

- a. The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative - COTR) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.
- b. The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

G.4 TECHNICAL DIRECTION

- a. The COTR is not authorized to make any commitments or changes which constitute work not within the general scope of this contract, or change the expressed terms and conditions incorporated into this contract, or which constitute a basis for increase in the contract amount or extension of the contract period of performance.

The COTR may provide technical direction on contract performance. As used herein "technical direction" is direction to the Contractor, which confirms the results of meetings, fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to accomplish the contract SOW.

- b. Technical direction will be issued in writing by the COTR or confirmed by him/her in writing within five (5) calendar days after verbal issuance.
- c. The Contractor shall express its concurrence that any such technical direction is entirely within the scope of this contract and consistent with this provision by endorsing the written direction of the work so directed.
- d. If the Contractor should, during the course of the contract, interpret any advice or comments from the COTR as constituting any addition or revision to the scope of this contract, he must immediately notify the Contracting Officer so as to obtain official

confirmation thereof, and refrain from acting on such advice or comments until confirmed by the Contracting Officer.

G.5 INTERPRETATION OR MODIFICATION

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer, or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this solicitation or resulting contract. All requests for interpretation or modification shall be made in writing to the Contracting Officer.

G.6 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

- a. Correspondence Preparation: All correspondence must contain a subject line, commencing with the contract number.
- b. Technical Correspondence of a routine nature must be addressed to the designated Contracting Officer's Technical Representative with an information copy of the correspondence to the Contracting Officer (see G.1).
- c. Other correspondence including technical correspondence where patent or technical data issues (if any) are involved, and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the contract requirements, terms or conditions, etc., shall be addressed to the Contracting Officer (see G.1), with an information copy of the correspondence to the COTR.
- d. Invoices shall be submitted in accordance with clause G.7 "Billing Instructions".
- e. All correspondence regarding contract administration shall be addressed in accordance with this clause, unless otherwise requested by the Contracting Officer.

G.7 BILLING INSTRUCTIONS

The FAA Headquarters "Designated Billing Office" and "Designated Payment Office", is the Accounts Payable Branch (AMZ) as listed below.

Regular Mail

FAA/MMAC
AMZ-110
PO Box 25710
Oklahoma City, OK 73125

Express Mail

FAA/MMAC
AMZ-110
6500 South MacArthur Blvd
Oklahoma City, OK 73169

The Contractor must submit one original and one copy of a properly executed invoice (with invoices for each individual Task Order consolidated and submitted under one monthly invoice package) to the address listed above. Only one consolidated invoice per month for the services performed in the preceding month is authorized.

The Contractor must deliver invoices in accordance with the following distribution:

<u>Quantity</u>	<u>Destination</u>
Original & 2	Accounts Payable Branch
	AMZ-110
1	Contracting Officer, AJA-48
1	COTR

All work must be conducted utilizing those personnel technically qualified to perform the work, and having the least expensive rate to the Government.

Payment for work performed under this contract will be made as soon as possible after receipt of invoices, but is subject to review and approval by the Contracting Officer and/or other designated individuals.

In the event of questioned costs, the Contracting Officer may withhold any amount in question due on any invoice until such time as the Contracting Officer determines the validity of such costs.

Invoices must be submitted no more frequently than monthly and must contain data to coincide with the normal accounting cutoff date closest to the end of the month. All invoices must comply with the requirements of AMS 3.3.1-17, "Prompt Payment", set forth in Section I of this contract.

Contractor invoice formats are acceptable. However, all Contractor invoices shall, as a minimum include the following:

1. The contract number;
2. Period covered by the invoice;
3. Total labor hours by individual by labor category/ skill level and totaled for the period covered by the invoice and the cumulative amount;
4. Total labor dollars by individual by labor category/ skill level and totaled for the period covered by the invoice and the cumulative amount; include Labor Overhead rate utilized and associated Labor Overhead expenses for the period covered by the invoice and the cumulative amount.
5. Total Consultant/Subcontractor' costs by individual/company and totaled for the period covered by the invoice and the cumulative amount.
6. Itemized travel dollars by individual by labor category/ skill level by and totaled for the period covered by the invoice and the cumulative amount;
7. Itemized other direct costs (material) and totaled for the period covered by the invoice and the cumulative amount; and
8. Total material handling costs and General and Administrative expenses (identify rate utilized) for the period covered by the invoice and the cumulative amount.

G8. INVOICE CERTIFICATION

An invoice will be considered incomplete unless the following certification is made part of the invoice and is completed by an authorized official of the Contractor:

CERTIFICATION: "This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended."

Signature of Official
Signer's Name, typed or printed
Signer's Title

Date of Signature

G.9 TRAVEL AND SUBSISTANCE REIMBURSEMENT

- a. Travel Cost. Travel and subsistence are authorized for work performed under this contract. The contractor will be reimbursed for allocable, allowable and reasonable travel expenses only at the per diem rates specified in applicable Federal travel regulations and in accordance with FAA Acquisition Management System (AMS) contract cost principles for travel costs. Except as otherwise provided herein, the Contractor shall be reimbursed for travel on the basis of actual costs incurred subject to the following:
 1. All travel, whether it be within the continental United States or outside the continental United States must be accomplished by a commercial carrier, privately-owned automobile, or auto rental and the cost paid by the Contractor. The Government will reimburse the Contractor for domestic transportation on the basis of actual cost if by commercial or Government carrier, and at the current rate per mile, plus road and bridge tolls, when travel is performed by private automobile. Auto rentals will be reimbursed at actual cost plus road and bridge tolls. All non-Continental U.S. (non-CONUS) travel must be approved in advance, on a case-by-case basis, by the Contracting Officer. Information provided by the Contractor shall include names(s) of traveler(s), purpose, applicable task order, Country, Clearance information in accordance with FAA Form 1500-1, and estimated cost for transportation and travel expenses. Failure to obtain this advance written approval may result in the determination that such costs are unallowable.
 2. The travel reimbursement herein includes only that travel (commercial carrier, or private automobile or auto-rent) performed from the Contractor's facility to the site of work, between the sites of work, and from the site of work to the Contractor's facility. Travel within a Government installation where Government transportation is available, and travel performed for personal convenience, including daily travel to and from work will not be reimbursed.
 3. Relocation costs and travel costs incidental to relocation are not allowable and will not be reimbursed.

Per Diem: The Contractor will be reimbursed for the expense of meals, lodging, transportation between place of lodging or business and places where meals are taken, and any other miscellaneous travel and living expense incurred in the performance of this contract at the per diem as set forth in accordance with the Federal Travel Regulations. Per diem shall be payable only when the Contractor's employee is in an authorized travel status. The per diem rate shall be established in accordance with the Department of Transportation Travel Regulation or a set rate agreed upon by the parties, such a set rate shall not exceed the maximum amount permitted by the Federal Travel Regulations. Travel costs shall be reimbursed only as specifically authorized in advance by a written notice from the Contracting Officer and with substantiating documents from the Contractor.

G.10 MATERIAL AND OTHER DIRECT CHARGES

Material and other Direct Charges, including travel, shall be reimbursed on a cost plus general and administrative expense (no fee) basis. Funded amounts are indicated in Section B for material and other direct charges. Any equipment purchased under the contract as a direct cost becomes the property of the Government.

G.11 INDIRECT BILLING RATES

In accordance with AMS 3.2.4-5, Allowable Cost and Payment, the Contractor, as soon as possible but not later than 90 days after the expiration of his fiscal year, shall submit to the Contracting Officer a proposed final indirect rate or rates for that period based on the Contractor's actual cost experience during that period, together with supporting data.

Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the FAA's cost principles in effect as of the date of this contract.

The settlement of the final indirect rates and indirect costs shall be accomplished prior to the Contracting Officer's approval of the final payment.

Pending settlement of final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates acceptable to the Contracting Officer. These billing rates are subject to appropriate adjustments when the final indirect rates are settled. On an annual basis, the Contractor shall provide to the Contracting Officer, within 90 days after the expiration of his fiscal year, a billing rate proposal with supporting data. If billing rates change substantially at any time during the contract performance period, the Contractor shall notify the Contracting Officer in writing. Upon review of the annual billing rate proposal or any notification of substantial rate change during the contract performance period, the Contracting Officer may adjust the approved billing rate(s). Such adjustment may apply retroactively and/or prospectively. In the event the adjustment is to be applied retroactively, the Contractor shall make appropriate adjustments on its next voucher.

G.12 ACCOUNTING AND APPROPRIATION DATA

All accounting and appropriation data will be identified on each delivery order issued against this contract. Each invoice submitted against this contract shall cite the Delivery Order and the appropriate accounting and appropriation data in order to be paid.

G.13 AUTHORIZATION FOR GSA PURCHASING

The Contractor shall have authority to order from GSA schedules, as long as an approved purchasing system is established, and a letter of authorization is provided to and approved by the Contracting Officer. This authorization will be reviewed on a yearly basis.

PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

All written representations, certifications and other statements made by the Contractor in Section K, and incident to award of this contract or modification of this contract are hereby incorporated by reference into this contract with the same force and effect as if they were given in full text herein.

H.2 RELATIONSHIPS, INTERPRETATIONS AND MODIFICATIONS

The Contractor must provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor shall not provide technical direction of, or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts shall not be binding on other Government Contractors. The Contractor shall not take any action with respect to other Contractors which causes any change in their contract scope of work, cost, or scheduling.

No oral statement of any person, and no written statement of anyone other than the Contracting Officer or the COTR, acting within the limits of the authority specified in such designation, shall modify or otherwise affect any provision of this contract.

H.3 ACCESS TO GOVERNMENT FACILITIES

Part of the effort to be performed under this contract may be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished. Access to the site shall be coordinated with the COTR.

While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which the Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities shall be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel shall be prepared to work outside the normal daytime shift if conditions at the facility so require.

The Contractor shall require that all Contractor personnel who perform work at FAA facilities wear identification badges which clearly identify individuals as Contractor employees.

The Government reserves the right to issue its own Contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

If it is brought to the attention of the Government that any Contractor or subcontractor employee working on this contract does not meet the minimal work requirements, as defined in Section H.6, the Contractor will be advised in writing by the Contracting Officer, and access to FAA facilities may be denied for that employee.

H.4 GOVERNMENT FURNISHED PROPERTY OR INFORMATION

The government furnished property (GFP) or information (GFI) for this Statement of Work consist of the following:

- Access to all relevant data, databases, and data structures needed to support this task including but not limited to operational and aeronautical data and databases.
- Interview/survey access to potential users of existing and planned tools for concept development, and requirements definition to establish the business processes involved and the user needs.
- Weekly access to the project sponsor.
- Access to government personnel from headquarters and field facilities.

The FAA will provide ingress and egress to the facilities at all times during normal working hours to obtain information necessary for performance of the contract. For work required at a FAA facility, the FAA will provide on-site personnel with desks and other routine office supplies needed to conduct routine tasks for the on-site contractor.

For government site work, the FAA will provide all necessary utilities, telephones, and expendable supplies. Access to some office equipment and services will be on a shared-use basis with FAA employees. The FAA, when applicable, will provide to the Contractor, access to referenced regulations, orders, handbooks, forms, etc., required for task performance. The FAA will provide the Contractor with access to or copies of specialized application software or databases required for task performance

Note: "Government site" refers to Government location and "Contractor site" refers to Contractor location.

H.5 FEDERAL HOLIDAYS OBSERVED

Working hours scheduled shall observe Federal Holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 th)	Christmas Day

In addition to any other day designated by Federal Statute, Executive Order, or Presidential proclamation.

When one of the above-designated holidays falls on a Sunday, the following Monday will generally be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is generally observed as a holiday.

H.6 CONFIDENTIALITY OF DATA AND INFORMATION

The Contractor and any of its subcontractors in performance of this contract, may have need to access to and use of various types of data and information in the possession of the Government, which the government obtained under conditions which restrict the government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the government or other parties. Therefore, the contracts and its subcontractors agree to abide by any restrictive use condition of such data and not to:

- 1) Knowingly disclose such data and information to others without written authorization from the Contracting Office unless the government has made the data and information available to the public; and
- 2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend
 - a. In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreement for such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that such data, whether obtained by the Contractor pursuant to the aforesaid or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, organization so long as it remain proprietary.
 - b. Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The contractor shall obtain from each employee engaged in any effort connected with this contract, an agreement in writing which shall in substance provide that such employee will not during his/her employment by the contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual, any trade secrets, confidential information or proprietary/ restricted data (to include Government "For Official Use Only") receiving in connection with the work under this contract.
 - c. The contractor agrees to hold the government harmless and indemnify the Government as to any cost/ loss resulting in the unauthorized use or disclosure of third party data or software by the Contract, its employees, subcontractors, or agents.

- d. The contractor agrees to include the substance of this provision, in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exception this requirement for individual subcontract in the event that:

The contractor considers the application of the prohibition of this provision to be inappropriate and unnecessary in the case of a particular subcontract;

The subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;

Use of an alternate subcontract source would unreasonably detract from the quality or effort; and;

The Contractor provided the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

- e. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contracting Officer shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company), have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restrictions.

H.7 PERSONAL SERVICES

No personal services shall be performed under this contract. No contract employee will be directly supervised by any employees of the Government. All individual Contractor employee assignments and daily work direction shall be given by the applicable Contractor supervisor. If the Contractor believes that any Government action or communication as been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communication with third parties in connection with the contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to change the direction of their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issue by the Contracting Officer.

The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights to inspect and accept the services to be performed under this contract. The substance of this contract shall be included in all subcontracts at any tier.

H.8 TASK ORDERS PROCEDURES

Limitations

Task Orders (TO) define and authorize the work to be accomplished by the Contractor. They do not change the terms and conditions of the Contract and shall not be used as a pricing action, contract modification, contract change order or new procurement action. The Contractor shall not proceed with any work until he/she is in receipt of a task order, which is signed bilaterally by the Contractor and the Contracting Officer. The exception is when placing orders, which require the Contractor to start work immediately. In emergency situations wherein it is urgent that work commence prior to execution of the written task order, the CO may verbally authorize work to commence. Such verbal authorization, if accepted by the Contractor will be followed up in writing.

Initiation of activities

Work under this Contract may be initiated by issuance of fully executed TOs. All TOs issued hereunder are subject to the conditions of this Contract. In the event of conflict, the Contract shall take precedence.

Authorization of work

The Contracting Officer may issue TOs to the Contractor by written modification to the Contract. The Contracting Officer is the only individual authorized to issue TOs. The TOs will specify work to be performed within the scope of SECTION C of the Contract. The TOs will describe what is in the labor categories, location of the work to be performed, period of performance, any level-of-effort, ceilings, etc. A fully executed TO, signed by the Contracting Officer, shall constitute authorization for the Contractor to proceed with work specified therein. No other costs are authorized without the written consent of the Contracting Officer.

Processing of task orders

Prior to the issuance of a Task Order, the Contracting Officer Technical Representative (COTR) will submit a task order package describing the work to be performed, the schedule of performance, authorized travel, any Government-furnished data, and required deliverables. Upon receipt of the task order package from the COTR, if in the opinion of the Contractor, a part or all of the effort is outside the scope of work outlined in Section C, the Contractor shall notify the FAA Contracting Officer in writing within five (5) working days. The FAA Contracting Officer shall review the matter and make a written determination. The Contractor may not proceed until such time as the FAA Contracting Officer has issued a determination as to the propriety of the proposed task. If the proposed effort is within scope, within 5 working days of receipt of the request for a proposal, the Contractor shall submit (to the Contracting Officer) a proposed approach and work plan, a cost proposal providing, a ceiling value of the proposed work, a list of personnel with resumes who are assigned to the task, and any additional information deemed

appropriate. After the contracting parties agree on the effort, a written task order will be issued with the signature of all parties.

H.9 LABOR CATEGORY QUALIFICATIONS

Candidates for the labor categories identified in Section B must meet the qualification criteria identified at Attachment J-1.

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CONTRACT CLAUSES

I.1 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and Contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.1.7-2 Organizational Conflicts of Interest (August 1997)
- 3.1.7-5 Disclosure of Conflicts of Interest (February 2009)
- 3.1.8-1 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (October 2009)
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (April 2010)
- 3.2.2.3-8 Audit and Records (February 2009)
- 3.2.2.3-25 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (July 2004)
- 3.2.2.3-27 Subcontractor Cost or Pricing Data (July 2004)
- 3.2.2.3-30 Termination of Defined Benefit Pension Plans (July 2004)
- 3.2.2.3-33 Order of Precedence (February 2009)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)
- 3.2.2.8-1 Material Requirement (April 2009)
- 3.2.4-5 Allowable Cost and Payment (April 2001)
- 3.2.4-9 Cost Contract - No Fee (April 1996)
- 3.2.4-16 Alternate I Ordering (October 1996)
- 3.2.4-34 Option to Extend Services (April 1996)
- 3.2.5-1 Officials Not to Benefit (April 1996)
- 3.2.5-3 Gratuities or Gifts (January 1999)
- 3.2.5-4 Contingent Fees (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 1996)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.2.5-13 Contractor Code of Business Ethics and Conduct (April 2010)
- 3.2.5-14 Display of Hotline Poster(s) (April 2008)
- 3.3.1-7 Limitation on Withholding of Payments (April 1996)
- 3.3.1-9 Interest (September 2009)
- 3.3.1-10 Availability of Funds (April 1996)
- 3.3.1-12 Limitation of Cost (April 1996)
- 3.3.1-14 Limitation of Funds (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-17 Prompt Payment (September 2009)
- 3.3.1-33 Central Contractor Registration (January 2008)
- 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (February 2009)
- 3.3.2-1 FAA Cost Principles (October 1996)
- 3.4.1-11 Insurance – Liability to Third Persons (October 1996)
- 3.4.1-13 Errors and Omissions (July 1996)
- 3.5-1 Authorization and Consent (January 2009)

- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
- 3.5-13 Rights in Data – General (January 2009) and Alt/IV Rights in Data--General Alternate IV (January 2009)
- 3.5-15 Additional Data Rights (January 2009)
- 3.5-16 Rights in Data - Special Works (January 2009)
- 3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (February 2009)
- 3.6.1-11 Mentor Requirements and Evaluation (October 2006)
- 3.6.2-2 Convict Labor (April 1996)
- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)
- 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)
- 3.6.2-16 Notice to the Government of Labor Disputes (April 1996)
- 3.6.2-39 Trafficking in Persons (January 2008)
- 3.6.3-11 Toxic Chemical Release Reporting (April 2008)
- 3.6.3-16 Drug Free Workplace (February 2009)
- 3.6.4-2 Buy American Act--Supplies (July 1996)
- 3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)
- 3.8.4-5 Government Supply Sources (April 1996)
- 3.10.1-1 Notice of Intent To Disallow Costs (April 1996)
- 3.10.1-3 Penalties for Unallowable Costs (October 1996)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-13 Changes--Cost-Reimbursement (April 1996) with 3.10.1-13/alt5 Changes-Cost-Reimbursement Alternate V (April 1996)
- 3.10.1-25 Novation and Change-of-Name Agreements (October 2007)
- 3.10.2-2 Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (October 1996)
- 3.10.2-5 Competition in Subcontracting (January 1998)
- 3.10.2-6 Subcontracts for Commercial Items and Commercial Components (April 1996)
- 3.10.3-1 Definitions (April 2004)
- 3.10.3-2 Government Property - Basic Clause (April 2004) with 3.10.3-2/Alt. II Government Property – Basic Clause – Alternate II (April 2004)
- 3.10.5-1 Product Improvement/Technology Enhancement (April 1996)
- 3.10.6-2 Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (October 1996)
- 3.10.6-7 Excusable Delays (October 1996)
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)
- 3.13-11 Plain Language (July 2006)

**THE FULL TEXT OF THE FOLLOWING FAA AMS CLAUSES AND PROVISIONS
ARE PROVIDED AND INCLUDED IN THIS CONTRACT:**

**I.2 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (JULY
2009)**

- a. The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.
- b. The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:
 - 1) The names of all Subject Individuals who:
 - i. participated in preparation of proposals for award; or
 - ii. are planned to be used during performance; or
 - iii. are used during performance; and
 - 2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:
 - i. the award; or
 - ii. their retention by the contractor; and
 - 3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and
 - 4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.
- c. "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.
- d. The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.
- e. The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.
- f. Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:
 - 1) Termination of the contract.
 - 2) Exclusion from subsequent FAA contracts.
 - 3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

- g. Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

I.3 3.2.4-16 ORDERING (OCTOBER 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through the end of contract period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor any order in excess of \$500,000.00.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 3.2.4-20 INDEFINITE QUANTITY (JULY 1996)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 7 years after the date of award.

I.6 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion

of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.

(c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the

Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

I.7 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (OCTOBER 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor,

in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(1) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.8 3.6.2-39 TRAFFICKING IN PERSONS (JANUARY 2008)

(a) Definitions:

"Coercion," as used in this clause, means:

- (i) Threats of serious harm to or physical restraint against any person;
- (ii) Any Scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (iii) The abuse or threatened abuse of the legal process.

"Commercial sex Act," as used in this clause, means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage," as used in this clause, means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee," as used in this clause, means an employee of a contractor or subcontractor directly engaged in the performance of work under a FAA contract.

"Involuntary servitude," as used in this clause, means a condition of servitude induced by means of:

- (i) Any scheme, plan, or pattern intended to cause a person to believe that if the person did not enter into or continue in such conditions, that person or another person would suffer harm or physical restraint; or
- (ii) The abuse or threatened abuse of the legal process.

"Severe trafficking of persons," as used in this clause, means:

- (i) Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced has not attained 18 years of age; or

(ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through force, fraud, or coercion for the purpose of involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking," as used in this clause, means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) The contractor will establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking of persons, procurement of sexual acts, or use forced labor in the performance of this contract.

(c) The contractor will take action to ensure that all contractor and subcontractor employees are aware of laws, regulations, and policies, to include actions taken by the contractor if violated, regarding severe forms of trafficking of persons, procurement of sexual acts, or use of forced labor.

(d) The contractor must notify the contracting officer of:

- (1) Any information it receives that alleges an employee or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against the employee or subcontractor employee.

(e) In addition to other remedies available to the FAA, the contractor's failure to comply with the requirements of this clause may render the contractor subject to:

- (1) Required removal of a contractor or subcontractor employee from the performance of the contract;
- (2) Suspension of contract payments;
- (3) Loss of award fee for the period of noncompliance;
- (4) Termination for default; or
- (5) Suspension or debarment.

(f) The contractor must include the substance of this clause in all subcontracts for performance of work under a FAA contract.

I.9 3.9.1-1 CONTRACT DISPUTES (NOVEMBER 2002)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

- (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- (2) The contract number and the name of the Contracting Officer;
- (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- (4) All information establishing that the contract dispute was timely filed;
- (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and
- (6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

L10 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or
- (3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

I.11 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS
(APRIL 2008)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

1- Low Risk

(c) If a National Agency Check with Inquiries (NACI) is required under paragraph (b) for a given position, the contractor will submit to the SSE the following documentation within [to be entered by CO] business days after contract award (or modification if this provision is being added to an existing contract) for each employee requiring access (provided no previous background investigations can be supported as described below):

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, a fingerprint card (FD-258) and an OF-306, Declaration for Federal Employment, may only be required, and will be identified under paragraph (b).

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list

of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a NACI. Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

None

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR) minus any Privacy Act information.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit bi-annual reports to the CO with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contract and subcontract employees who have access to FAA facilities, sensitive information, or information systems and are currently supporting the contract, and a separate listing of all terminated contract or subcontract employees.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) The CO will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the CO and COTR for each contract within five (5) business days of contract award.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

I.12 3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JULY 2006)

a) Each employee of the contractor must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

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PART III - SECTION J
LIST OF ATTACHMENTS

1. Attachment J-1 Labor Category Descriptions
3. Attachment J-2 Past Performance Questionnaire
4. Attachment J-3 Business Declaration Form
5. Attachment J-4 Publication Reference List

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Attachment J-1 Labor Category Descriptions

LABOR CATEGORIES

The Contractor shall consider a mix of personnel appropriate for accomplishing the specified task order (s). The Contractor shall provide the necessary personnel in its proposed labor categories to accomplish each task assignment in accordance with fully executed task orders.

The Contractor is not authorized to use any other labor categories in the performance of this contract other than those specified below unless a contract modification is issued by the Contracting Officer. All such requests must be submitted to the Contracting Officer in writing, and must include the title of the proposed new labor category, a description of the category and qualifications, the proposed hourly labor rate, a detailed breakdown of the proposed rate, and an explanation of the rationale for adding this new labor category. The Contractor shall not use labor from any such proposed new labor categories until the Contracting Officer approves such action in writing.

01 – Professor I

Functional Responsibility: Manage and lead analysis and/or research tasks outlined by the FAA in task orders; perform analysis and/or research as outlined in task orders required by the FAA.

Education/Minimum Experience: Must have tenured professor status as designated by the Contractor institution; must be a full-time professor at the Contractor institution.

02 – Professor II

Functional Responsibility: Manage and lead analysis and/or research tasks outlined by the FAA in task orders; perform analysis and/or research as outlined in task orders required by the FAA.

Education/Minimum Experience: Must be a full-time professor at the Contractor institution.

03 – Graduate Student I

Functional Responsibility: Support analysis and/or research tasks outlined in task orders under the guidance of a professor as defined in Labor Categories 01 or 02.

Education/Minimum Experience: Must have a Bachelor degree from an accredited institution; must be enrolled in a Doctorate program at the Contractor institution; must be under the guidance of a professor as defined in Labor Categories 01 or 02.

04 – Graduate Student II

Functional Responsibility: Support analysis and/or research tasks outlined in task orders under the guidance of a professor as defined in Labor Categories 01 or 02.

Education/Minimum Experience: Must be enrolled in a Master program or Bachelor program at the Contractor institution; must be under the guidance of a professor as defined in Labor Categories 01 or 02.

05 – Researcher I

Functional Responsibility: Manage and lead analysis and/or research tasks outlined by the FAA in task orders; perform analysis and/or research as outlined in task orders required by the FAA.

Education/Minimum Experience: Must either have a Doctorate degree from an accredited institution or; a Master degree from an accredited institution plus at least 10 years of experience in the aviation industry or in academia with an aviation emphasis.

06 – Researcher II

Functional Responsibility: Perform analysis or research as outlined in task orders.

Education/Minimum Experience: Must have a Master degree in the aviation related field from an accredited institution; or must have had at least 2 years of experience in the aviation industry or in academia with an aviation emphasis.

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Attachment J-2 Past Performance Questionnaire

Reference Information: Provide the following information for the Organization that performed the referenced work:

Offeror's Information	Offeror's Name: _____ Prime or Sub (circle one) _____ Referenced Solicitation Number & Title: _____
--------------------------	--

Organization/Person Providing the Reference Information: Provide the following information for the Organization and Person/Point of Contact (POC) providing the reference (to assist us in tracking responses received and resolving any conflicts in the evaluation process if necessary):

Reference Information	Organization Name: _____ Questionnaire Completion Date: _____ Name of Contact: _____ Contact Numbers: _____ Telephone: _____ Facsimile: _____ Organization/Office: _____ Position Title: _____
--------------------------	---

Reference Project Information: Provide a brief project description of the work performed indicating the size, scope and complexity of the work performed. If additional space is needed, continue on a separate page, which may be attached.

Project description:	
Reference Project Information	Customer Organization/Office: _____ Project Title: _____ POC Period of Involvement: _____ Type of Contract: _____ Period of Project Performance: Start Date: _____ Length: _____ Contract Value: Initial: _____ Current/Ending: _____

For the following questions, please circle/check the appropriate rating. Comment lines are provided for additional information if the #2 or #1 rating is given (however the comment lines may be used to provide any additional information deemed noteworthy).

		High				Low
1.	QUALITY OF SERVICE:	5	4	3	2	1
	This area deals with compliance of contract requirements, to include appropriateness of personnel and technical excellence.					
2.	TIMELINESS OF PERFORMANCE:	5	4	3	2	1
	This area deals with the Contractor's ability to meet milestones and delivery schedules, to include responsiveness to technical direction, completion of efforts on time including wrap-up and contract administration.					
3.	PRICE/COST CONTROL:	5	4	3	2	1
	This area deals with the Contractor's ability to control price/cost escalation during performance to include appropriate budgetary estimates, current/accurate/complete billings/invoices, relationship of negotiated costs to actual, claim submissions, cost efficiencies, and change order issues.					
4.	CUSTOMER SATISFACTION:	5	4	3	2	1
	This area deals with the Contractor's commitment to satisfaction and cooperative/reasonable businesslike behavior with own staff and customers to include: effective management, responsiveness to contract requirements, operates with honesty and integrity, prompt notification of problems, flexible and proactive qualities, effective contractor-recommended solutions, and effective subcontracting and teaming arrangements.					

Comments (attach additional page(s) as necessary):

GENERAL INFORMATION: Please provide answers to the following questions.

5. Has the Contractor ever been given a cure notice, show cause notice, suspension of progress payments, or other letters directing the correction of a performance problem; or has this contract been partially or completely terminated, or is there any pending termination actions?

() No () Yes. If yes: () Default () Convenience; and please explain:

6. Changes in contract dollar value throughout the life of the contract are/were attributable, for the most part, to:

() Government-issued change orders () claims submitted by the Contractor
() other Government actions () other contractor actions (please explain below)

7. Based on this contractor's overall performance, would you award this contractor another Government contract?

() Yes () No If no, please explain:

8. If any of the above responses are based on adverse past performance, have you discussed it with the Contractor and has the Contractor had an opportunity to comment?

() Not Applicable () Yes () No If yes or no, please explain:

NOTE: THIS INFORMATION WILL BE KEPT CONFIDENTIAL

Attachment J-3
Business Declaration Form

Tax Identification No.:

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
7. Nature of Business (Specify all services/ products (NAIC)) _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | | | | |
|-------------------|-------------------|-------------------|---------------------|---------------------|
| a.1. Year Ending: | a.2. Year Ending: | a.3. Year Ending: | b.1. Gross Receipts | b.3. Gross Receipts |
| _____ | _____ | _____ | _____ | _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO
CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature _____ b. Date: _____

c. Typed Name _____ d. Title: _____

Attachment J-4
Publication Reference List

Provide the following information for each publication referenced in the SIR. If additional entries are needed, retain the below format for additional pages.

Article	Author(s) First and Last Name	Article Title	Publication Date	Journal/Internet Source and Page Number (as applicable)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
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25.				

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

**K.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY
REFERENCE (DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or Offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

3.6.3-10 Certification of Toxic Chemical Release Reporting (August 1998)

**THE FULL TEXT OF THE FOLLOWING FAA AMS CLAUSES AND PROVISIONS
ARE PROVIDED AND INCLUDED IN THIS CONTRACT:**

K.2 3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JULY 2004)

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of _____ calendar days [the CO should insert the number of days].
- (d) The Offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The Offeror allows the following acceptance period: _____ calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
 - (1) The acceptance period stated in paragraph (c) of this provision; or
 - (2) Any longer acceptance period stated in paragraph (d) of this provision.

K.3 3.2.2.3-3 AFFILIATED OFFERORS (JULY 2004)

- (a) Business concerns are affiliates of each other when, either directly or indirectly,
 - (1) One entity controls or has the power to control the other, or
 - (2) A third party controls or has the power to control both.

(b) Each Offeror (you) must submit an affidavit stating that it has no affiliates, or containing the following information:

(1) The names and addresses of all affiliates.

(2) The names and addresses of all persons and concerns that exercise control or ownership over the Offeror and all of your affiliates, regardless of how they exercise control or ownership.

K.4 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)

By checking the applicable box, the Offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____.
(country)

K.5 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The Offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

K.6 3.2.2.3-23 PLACE OF PERFORMANCE (JULY 2004)

(a) The Offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:

City: _____

State: _____

Zip Code: _____

Name of owner and operator, if other than the owner

K.7 3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an Offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All Offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the Offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

K.8 3.2.2.3-75 REQUESTS FOR CONTRACT INFORMATION (JULY 2004)

Any contract resulting from this SIR is a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, the Contracting Officer (CO) may release all information contained in the contract, including unit price, hourly rates and their extensions, to the public on request. Offerors (you) are urged to mark any sensitive documents you submit in response to this SIR that you consider to be trade secrets, proprietary information, or privileged or confidential financial information.

K.9 3.2.2.3-76 REPRESENTATION- RELEASE OF CONTRACT INFORMATION (JULY 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The Offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The Offeror (you) represents that--(1)[] You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)[] You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The Offeror (you) represents that [] your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)[] You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)[] As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

K.10 3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APRIL 1996)

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

K.11 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 1999)

(a) Definitions.

- (1) "The Act," as used in this clause, means section 1352, title 31, United States Code.
- (2) "Agency," as used in this clause, means executive agency, within the meaning of 5 U.S.C. 101, 102, and 104(I), and any wholly owned Government corporation within the meaning of 31 U.S.C. 9101..
- (3) "Covered Federal action," as used in this clause, means any of the following Federal actions:
 - (i) The awarding of any Federal contract.
 - (ii) The making of any Federal grant.
 - (iii) The making of any Federal loan.
 - (iv) The entering into of any cooperative agreement.
 - (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (4) "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.
- (5) "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
- (6) "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
- (7) "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:
 - (i) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
 - (ii) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
 - (iii) A special Government employee, as defined in section 202, title 18, United States Code.
 - (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.
- (8) 'Person,' as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal

organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(9) 'Reasonable compensation,' as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

(10) 'Reasonable payment,' as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

(11) 'Recipient,' as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(12) 'Regularly employed,' as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

(13) 'State,' as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions. The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal action) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the screening information request (SIR), the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this clause in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall disclose accordingly.

(4) This certification and disclosure is a prerequisite for making or entering into this contract imposed by the Act. Any person who makes a prohibited expenditure or fails to file or amend a disclosure form, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

(c) The prohibitions of the Act do not apply under the following conditions:

(1) Agency and legislative liaison by own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(ii) For purposes of subdivision (c)(1)(i) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(iii) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(A) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) The following agency and legislative liaison activities are permitted where they are prior to Screening Information Request (SIR) of any covered Federal action:

(A) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(B) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(C) Capability presentations by persons seeking awards from an agency pursuant to the provisions of a law authorizing such actions;

(v) Only those services expressly authorized by subdivision (c)(1)(i) of this clause are permitted under this clause.

(2) Professional and technical services.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of:

(A) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or

technical services rendered directly in the preparation, submission, or negotiation of submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(B) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(ii) For purposes of subdivision (c)(2)(i) of this clause, 'professional and technical services' shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a submittal/offer by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's submittal/offer, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a submittal/offer are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subdivisions (c)(2)(i) and (ii) of this clause are permitted under this clause.

(v) The reporting requirements herein shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(d) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB Standard Form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any

disclosure form previously filed by such person under subparagraph (e)(1) of this clause. An event that materially affects the accuracy of the information reported includes:

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the certification, and if required, a disclosure form by any person who requests or receives any subcontractor exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor.
- (e) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (f) Penalties.
- (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or fails to file or amend the disclosure form to be filed or amended by paragraph (b) shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Contractors may rely without liability on the representations made by their subcontractors in the certification and in the disclosure form.
- (g) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

**K.12 3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL
CONTRACTOR REGISTRATION (CCR) (APRIL 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, Offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____
Title: _____
Phone Number: _____

**K.13 3.5-14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED
COMPUTER SOFTWARE (JANUARY 2010)**

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause at AMS 3.5-15, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (Offeror check appropriate block) -

☐ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should the contract be awarded to the Offeror.

K.14 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**K.15 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(APRIL 1996)**

The Offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.16 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The Offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.17 3.6.2-38 CERTIFICATION OF KNOWLEDGE REGARDING CHILD
LABOR END PRODUCTS (JULY 2007)**

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the

listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product Listed Countries of Origin

(c) Certification. The FAA will not make award to an Offeror unless the Offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The Offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The Offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

K.18 3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JULY 1996)

- (a) The Offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin

[list as necessary]

- (b) The Offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

K.19 3.8.2-18 CERTIFICATION OF DATA (OCTOBER 1996)

- (a) The Offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The Offeror understands that any inaccurate data provided to the Department of Transportation may subject the Offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

- (c) The Offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**K.20 3.13-4 CONTRACTOR IDENTIFICATION NUMBER/DATA
UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APRIL 2006)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the Offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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PART IV - SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 POINT OF CONTACT

The Contracting Officer is the sole point of contact for this acquisition. All questions or concerns shall be addressed to the Contracting Officer listed below:

Ms. La Keisha Wiley-Bess
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591
Telephone: (202) 267-7694
E-Mail: Lakeisha.wiley-bess@faa.gov

L.2 TYPE OF CONTRACT

The Federal Aviation Administration (FAA) contemplates award, in accordance with its Acquisition Management System (AMS), of a contract which will allow for cost reimbursable task orders.

L.3 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available or Offerors may obtain the full text via Internet at <http://fast.faa.gov> (on this web page, select “toolsets”, and then “procurement toolbox”).

The following contract clauses are hereby incorporated by reference.

- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-6 Submittals in the English Language (July 2004)
- 3.2.2.3-7 Submittals in U.S. Currency (July 2004)
- 3.2.2.3-9 Notice of Possible Standardization (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offers (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
- 3.2.2.3-16 Restriction on Disclosure and Use of Data (July 2004)
- 3.2.2.3-17 Preparation of Offers (July 2004)
- 3.2.2.3-18 Explanation to Prospective Offerors (February 2009)
- 3.2.2.3-19 Contract Award (April 1996)
- 3.2.2.3-31 Facilities Capital Cost of Money (July 2004)
- 3.6.2-7 Pre-award On-Site Equal Opportunity Compliance Review (November 1997)
- 3.6.2-15 Evaluation of Compensation for Professional Employees (April 1996)
- 3.9.1-3 Protest (November 2002)

L.4 PROJECTED MILESTONE SCHEDULE

The following represents the projected procurement milestone schedule as of the release date of the SIR.

Activity	Date
SIR Released	July 13, 2010
SIR Questions Due	August 5, 2010
SIR Amendment Released (as applicable)	August 16, 2010
Proposal Due	August 25, 2010
Contract Award	Early November 2010

L.5 SUBMISSION OF PROPOSAL

Offerors must provide both a hardcopy AND electronic proposal submissions. All electronic file contents must exactly match print versions of submitted documents. In the event of discrepancies between the two, printed documents will prevail. Instructions for submission are noted below:

HARDCOPY SUBMISSION

Offerors assume full responsibility for ensuring that the following is received on the date specified in paragraph L.4 and at the place specified in paragraph L.1 by 2:00 PM Eastern Standard Time (EST): (1) One hardcopy proposal submission and, (2) one copy of the proposal submission in Compact Disc Read Only Memory [CD-ROM] compatible with the Microsoft Office 03 suite of products. The CD and files shall be labeled with the offeror's name, solicitation number, submission date, and the words "Source Selection Sensitive". Facsimile or email submittals will not be accepted.

L.5.1 Mailing Address/Delivery Address

All proposals shall be mailed, hand-carried, delivered by courier, or overnight delivery to the Contracting Officer listed in section L.1.

L.5.2 Signed Originals

The proposal shall contain the signed original of all documents requiring signature by the Offeror.

ELECTRONIC SUBMISSION

Offerors assume full responsibility for ensuring that the following is received on the date specified in paragraph L.4 by 2:00 PM Eastern Standard Time (EST): (1) Electronic proposal submission via KSN website <https://ksn2.faa.gov/contracts/nextor/public/default.aspx>. Facsimile or email submittals will not be accepted.

L.5.3 Account Setup

An account must be created on the KSN website in order to submit your proposal

electronically. The following representative must be contacted to create an account:

Jim Kocinski
SharePoint Developer/Administrator
Information Innovators Inc. (Triple-i)
Office: (202) 488-6790 x 2239
Mobile: (757) 869-8819
Email: jkocinski@iiinfo.com

L.5.4 Site Troubleshooting

If you encounter any technical issues while working on the KSN website, the following representatives can be contacted for further assistance:

Jim Kocinski
SharePoint Developer/Administrator
Information Innovators Inc. (Triple-i)
Office: (202) 488-6790 x 2239
Mobile: (757) 869-8819
Email: jkocinski@iiinfo.com

Lindsey Woolmington
SharePoint Developer/Administrator
Information Innovators Inc. (Triple-i)
Office: (202) 488-6790 x 2222
Mobile: (202) 536-6643
Email: lwoolmington@iiinfo.com

L.6 DISCREPANCIES

If an Offeror believes that these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale. If discrepancies are not noted prior to proposal submission, it shall be determined that there are no discrepancies. In addition, the Offeror shall submit all exceptions and deviations to the SIR immediately to the Contracting Officer in writing with supporting rationale, unless otherwise noted.

L.7 COMMUNICATION WITH OFFERORS

All communications will be documented and controlled through the Contracting Officer to ensure that Offerors are treated equitably and with the same level of interest. Communications with one Offeror does not require communications with any others or all.

Communication with potential Offerors may take place throughout the source selection process. The purpose of communications is to ensure there are mutual understandings between FAA and the Offerors on all aspects of the procurement. Information disclosed as a result of oral or written communication with an Offeror may be considered in the evaluation of an Offeror's submittal(s).

To ensure that Offerors fully understand the intent of the SIR (and FAA's needs stated therein); the FAA may hold one-on-one meetings with individual Offerors as it pertains to their Offer.

One-on-one communications may continue throughout the process, as required, at the FAA's discretion.

L.8 SIR RELATED QUESTIONS

Any questions or clarifications concerning any aspect of the SIR shall be prepared in writing and submitted to the Contracting Officer. Questions must make reference to the applicable section of the SIR. Offerors' questions and the responses by the Government may form the basis of an amendment to the SIR. Questions submitted orally are not acceptable. Written questions may be submitted at the following email address: Lakeisha.wiley-bess@faa.gov. Written questions may be submitted to the Contracting Officer no later than 2:00 p.m. EST on the date established in SIR Section L.4. Unless otherwise extended by the Contracting Officer, no questions will be accepted after the established due date and time. Telephonic questions will not be accepted.

L.9 GENERAL SIR INSTRUCTIONS

All hard copy submissions shall be provided in loose-leaf notebooks and be submitted on standard letter size 8½ x 11 inch paper. Foldout pages not exceeding 11 inches by 17 inches in size are acceptable where required for the presentation of drawings or other graphical material. Font and margin requirements do not apply to foldout pages, but must be easily readable. Foldout pages will be counted as one page and shall not be used for the presentation of straight text and shall not exceed 10% of the total page count. For both hard copy and soft copy submissions, the proposal pages shall be numbered sequentially. Any items embedded within a document shall be objects only, not links. Font size shall be 12 with top and bottom margins equal to 1.0 inch, and left and right margins equal to 1.0 inch. One page equates to one side of 8½ x 11 inch paper.

Proposals must contain comprehensive, concise, factual information and complete and substantiated price data. General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the Government's requirements will not be considered adequate. Similarly, submittals containing omissions or incomplete responses to the requirements of this SIR, or that merely paraphrase the Statement of Work, or that use nonspecific phrases such as "in accordance with standard procedures" or "well-known techniques" will also be considered inadequate. Deficiencies of this kind will render the proposal non-responsive and may be cause for rejection of the offer.

L.10 SPECIFIC SIR INSTRUCTIONS

The Offeror's hardcopy and electronic proposals shall consist of the following:

PART	CONTENTS	PAGE LIMITS
VOLUME I – PREFACE		
Part A	Table of Contents	Not Restricted
Part B	Glossary	Not Restricted
Part C	Executive Summary	1 Page
Part D	Administrative Submittals	Not Restricted
Part E	Publication Reference List	Not Restricted
VOLUME II - MINIMUM QUALIFICATION REQUIREMENTS		

Part A	Minimum Qualification Requirements	30 Pages
VOLUME III – TECHNICAL		
Part A	Technical Proposal	50 Pages
VOLUME IV - PAST PERFORMANCE		
Part A	Past Performance Questionnaires	Not Restricted
VOLUME V – COST		
Part A	Cost Proposal	Not Restricted

For electronic submissions, documents should be uploaded individually per volume on the KSN website. For hardcopy submissions, Volumes I, II, III, and IV can be bound together. However, Volume V must be bound separately from Volumes I, II, III, and IV.

VOLUME I

Parts A and B - Table of Contents and Glossary

A table of contents for Volumes I, II, III, IV, and V must be submitted with the proposal. A glossary page can also be submitted, as needed.

Part C - Executive Summary

Provide a concise narrative summary of the proposal submittal, including significant risks, and a highlight of any key capabilities or unique features. Also describe how your offer provides benefits to the Government. Benefits are the advantages of the services being proposed, with consideration given to the risk associated with the approach. You may identify specific proven capabilities that your organization brings to the effort by citing other projects or activities that have demonstrated your ability to perform. Also list any structured teaming arrangements.

Part D - Administrative Submittals

The Offeror must provide the following administrative submittals:

- A signed SIR Section A, a completed Section K, and a completed Business Declaration Form (Attachment J-3)
- Exceptions taken to any Terms and Conditions stated in the SIR. Complete rationale, justification, and cost impact must be included. Questions regarding terms and conditions should be submitted in writing to the Contracting Officer before the deadline addressed in Section L.4

Part E – Publication Reference List

The Offeror must provide a list of publications that are referenced in their technical proposal. Please see Attachment J-4.

VOLUME II

Part A - Minimal Qualification Requirements

Provide documentation that the Offeror has met the following requirements. If any of the Offerors' submittals does not meet the minimal requirements as indicated below, the evaluation team will cease to review the Offeror's Technical, Past Performance, and Cost proposals, and the Offeror will be deemed unqualified for this requirement. The following documentation must be submitted:

1. A graduate curriculum (leading to an advanced degree) that demonstrates a broad spectrum of aviation-related research.
2. Faculty resumes with a history of aviation research. Offeror must have at least 10 years minimum experience (based on combined faculty experience) in the aviation field. For example, a faculty member with 10 years of experience at the Offeror's institution is equivalent to two new faculty members who have each had 5 years of experience. Experience does not necessarily have to have been at the Offeror's institution.
3. Recent (experience within 2 years) and extensive (total cumulative experience of at least 10 years) experience contracting with the FAA, NASA, or DOT, state or local transportation authorities, or major aviation industries.
4. Proof of Accreditation Status.

VOLUME III

Part A - Technical Proposal

The Technical Proposal shall contain six sections, which shall be constructed as follows:

Part A1- Knowledge of Technical Areas Defined within the SOW

The Offeror must provide a description of their knowledge related to the 8 technical areas and associated sub-areas in Section C.5 –Technical Areas of Work. The technical area and sub-areas are as follows

- I. Tactical Traffic Management
 - a. Airport Surface
 - b. Terminal Operations
 - c. Enroute Flight Operations
 - d. Situational Awareness
 - e. New Aircraft Categories
- II. Strategic Traffic Management
 - a. Traffic Flow Management
 - b. Collaborative Decision Making
 - c. Trajectory-Based Operations
 - d. Flow Control, Scheduling, and Workload Distribution
- III. Safety, Security, and Environment
 - a. External Flight Hazards
 - b. Aircraft Separation Standards
 - c. Staffed NextGen Towers (SNT)

- d. FAA's Role in Aviation Security
- e. Environment
- f. Human Factors
- IV. System Performance and Assessment Measurements
 - a. Performance Assessment Monitoring for Air Service Providers
 - b. Performance Metrics for Airlines
- V. Weather Impact
 - a. Weather Data and Forecasting for Aircraft Operations
 - b. Weather Technology
 - c. Weather Impact
- VI. Infrastructure
 - a. NextGen Facility/Equipment Configuration Risk Analysis
 - b. Navigation, Communication, and Data Transfer
 - c. Automation
 - d. Equipage
 - e. Software Certification and Reliability
- VII. Economic Analysis
 - a. Economic and Risk assessment of Current and Future NAS Structures
 - b. Economic Impact
 - c. Trends Analysis
 - d. Operational Benefits of FAA Capital Programs
 - e. Financial Strategies and Incentives
- VIII. Data, Tools, and Training Support
 - a. Modeling and Tools Library
 - b. Analytical Database Development
 - c. Conferences and Symposia

The Offeror must provide the following information for each sub-area:

1. Describe in significant detail your experience with each of the following sub-area.
2. Based on the Publication Reference List (Attachment J-4), cite any publications the Offeror has produced that are relevant to each sub-area.
3. List any products that resulted from research into the sub-area such as models, simulation software, etc.
4. List the sponsor(s) that supported the research in the sub-area

Part A2- Research Capabilities

Subpart A2i - Research Areas Outside of SOW

List and briefly describe any research areas in which the Offeror has experience that is not described in the SOW and is related to aviation. Based on the Publication Reference List (Attachment J-4), also cite any

publications the Offeror has produced for research areas outside the SOW, but that might reasonably be related to aviation.

Subpart A2ii - Demonstration of Research Capabilities

Provide two examples of analysis demonstrating quantitative capabilities that resulted in a publication in a refereed journal. The examples need not be related to a technical area from the SOW. Offeror must cite these publications from the Publication Reference List (Attachment J-4).

Part A3 - Tools and Infrastructure Overview

Subpart A3i - Modeling Tools and Databases

List and briefly describe any existing models, simulations, or databases you have developed in-house or helped to develop that could assist the FAA. Cite any publications that resulted from these models or that refer to these models. Offeror must cite these publications from the Publication Reference List (Attachment J-4).

Subpart A3ii - Research Laboratories

List and briefly describe any of the Offeror's existing research laboratories that are dedicated solely to aviation research. List and briefly describe the tools and software available in the lab that can be used to perform aviation research, and state the number of research personnel that are dedicated to the laboratory.

Subpart A3iii - Infrastructure Support

List and briefly describe any existing infrastructure available that can be used to perform aviation research, especially in the area of aviation operations research, that is not explicitly listed in A3i or A3ii.

Part A4 - Additional Experience

Activities by the Offeror beyond analysis and publication provide an indication of the Offeror's engagement in the aviation community and industry. List any aviation-related experience not mentioned in the above evaluation factors and provide a brief description of the experience. Experiences could include the following:

1. Expert testimony, e.g., Congressional, court room, etc.
2. Participation on aviation expert panels
3. Advisory to the aviation industry
4. Influencing aviation investment/policy decisions

VOLUME IV

Part A - Past Performance Questionnaire

The Offeror must provide three past performance questionnaires that represent experience in similar scope (complexity and magnitude) as defined in this Statement of Work. Questionnaires can be completed by a current or former client/customer within the Government or aviation industry and should be submitted within Volume III of the completed proposal package. If the past performance questionnaire characterizes work that is not currently ongoing, the point of contact submitting the questionnaire must still be employed by the organization being represented. The past performance questionnaires must (1) reflect contract award values of at least \$300,000.00, (2) have been active between FY 2000 to the present, and (3) contain a period of performance of at least one year. If the Offeror is unable to present past performance where they served as a prime contractor, the Offeror may submit past performance questionnaires for major subcontracts that still fulfill the past performance questionnaire requirements.

Questionnaire forms may be found within Attachment J-2. All 3 past performance questionnaires must be submitted within individually sealed envelopes, with the referencer's signature across the seal of the envelope. The FAA reserves the right to collect additional past performance information from other sources.

VOLUME V

Part A - Cost Proposal

A cost/price proposal must be completed in Microsoft Word -Excel and must cover all areas of the Section B. In addition to completing Section B, the Offeror must also provide a separate breakdown of the labor rates by detailing (per labor category) the unburdened labor rate, overhead, general and administrative expenses (G&A), and ODCs for all base and option years.

The Offeror must provide pricing for the items listed in the Optional CLIN section of Section B.3, including the NTE on travel costs associated with the conferences each year. The Government anticipates holding approximately 4 conferences per year with a maximum of 300 participants each. It is anticipated that the conference spaces would be located within 25 miles of the Offeror University.

L.11 EXPENSES RELATED TO OFFEROR SUBMISSIONS

This SIR does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.12 OFFEROR STATEMENTS

Offerors are cautioned as to the veracity of statements, promises or offers made during any written portion of the evaluation. The FAA reserves the right to contractually invoke any statements, promises, or offers of any kind made during the evaluation process through the creation of one or more Section H clauses in order to bind the Offeror to any specific representation made to the FAA.

L.13 RESPONSIBLE PROSPECTIVE CONTRACTORS

Notwithstanding the evaluation methodology outlined in this SIR, an Offeror must also be found responsible by the Contracting Officer prior to the award of any resultant contract. As a minimum, to be determined responsible a prospective contractor must:

- a) Have adequate financial resources to perform the contract, or the ability to obtain them;
- b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all other commercial and Government business commitments;
- c) Have a satisfactory record of integrity and business ethics;
- d) Have a satisfactory performance record
- e) Have the necessary organization, experience, accounting and operational controls, or the ability to obtain them;
- f) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

L.14 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful Offerors will not be returned. The original proposal will be retained in the solicitation file and the remaining copies will be destroyed.

L.15 DEBRIEFING OF UNSUCCESSFUL OFFERORS

Successful or unsuccessful Offerors may request a debriefing by providing a written request to the CO within 3 working days of contract award. Debriefing shall be conducted only after completion of source selection activities and award of contract.

Debriefings are conducted with the goal of identifying to unsuccessful Offerors, areas where changes can be made to improve future source selection participation. To that end, source selection debriefing will be conducted with only one Offeror at a time. The debriefing will be confined to discussion of the Offeror's proposal only. A point-by-point comparison with other Offerors' proposals will not be made. The debriefing will neither discuss nor reveal the relative merits, nor will it reveal the evaluation.

During and after completion of debrief, time will be provided for the Offeror to ask oral or written questions. Every effort will be made to answer all questions at the debriefing or as soon as feasible.

PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

M.1.1 AWARD SELECTION

This is a best value source selection conducted in accordance with the FAA Acquisition Management System (AMS). Award will be made to the Offeror whose proposal is judged to represent the best value to the Government. Best value will be based on an evaluation of all factors in relation to the stated evaluation criteria and will be determined by evaluating each proposal in the areas shown in this section. Offerors will receive a rating for the Technical proposal. The Technical rating will be derived from evaluation of the offer for the elements defined for each area. Offerors will receive an acceptable/unacceptable rating for Past Performance. The total price will be evaluated for reasonableness, completeness, and realism. The Source Selection Official (SSO) will consider the final evaluation and use his/her best judgment to arrive at a Best Value decision. Therefore, the successful Offeror may not have submitted the lowest price. While the government evaluation team and the SSO will strive for maximum objectivity, the evaluation process, by nature, is subjective and professional judgment is implicit throughout the entire process. There is the potential for the Government to issue multiple awards for this work. However, the Government reserves the right to make no award at all, depending on the quality of the proposals submitted and the availability of funds.

M.1.2 EVALUATION ORDER OF IMPORTANCE

Technical is more important than Past Performance and Past Performance is more important than Cost. As the relative assessment of each Offeror's Technical and Past Performance responses become closer, the importance of Cost increases.

M.1.3 PRELIMINARY PROPOSAL REVIEW FOR COMPLIANCE

There will be a preliminary assessment. The preliminary assessment is to determine whether Offerors have complied with the proposal preparation instructions, and particularly whether they have provided sufficient information in the proper format to enable the evaluation team to complete its task. If a proposal is found to be grossly deficient, the proposal can be excluded from further consideration.

M.1.4 ELIGIBILITY FOR AWARD/DISCUSSIONS WITH OFFERORS

The Offeror must be financially viable and otherwise responsible in accordance with the FAA AMS guidelines. To be eligible for award, the Contractor team must be technically and financially capable of performing the magnitude and scope of the work.

In evaluating the proposals, the Government may conduct written or oral communications with any and/or all Offerors. Additionally, the FAA reserves the right to conduct discussions and negotiations with any individual competing Offeror, or all competing

Offerors, as the situation warrants. Discussions with one or more Offerors do not require discussions with all Offerors.

M.1.5 BEST AND FINAL OFFER (BAFO)

The Government reserves the right to request best and final offers from offerors. Furthermore, the government reserves the right to award on initial proposal submissions without additional discussions.

M.1.6 3.2.2.3-34 EVALUATING OFFERS FOR MULTIPLE AWARDS (JULY 2004)

In addition to other factors, the FAA (we, us) will evaluate offers on the basis of advantages and disadvantages to us that might result from making more than one award (multiple awards). We estimate that our administrative cost for issuing and administering each contract awarded under this SIR is \$500. We may make individual awards for the items or combinations of items that result in the lowest aggregate cost to us, including the assumed administrative costs.

M.2 EVALUATION PROCESS

The Offeror's proposal will be evaluated based on the Offeror's knowledge and understanding of the requirements and the proposed capability and experience to meet the FAA's requirements. Based on this assessment, an adjectival rating will be derived for the technical factor specified below. Judgment will be applied in the evaluation to derive the overall rating. Factors are listed in descending order of importance. Elements will not be individually rated.

Factor 1 - Technical

Element 1.1.1 is significantly more important than the other Elements. The remaining Elements are listed in descending order of importance.

Technical Capability - The government will evaluate the degree to which the offer's knowledge is sound and reasonable, to satisfy the requirements of the statement of work.

1.1.1 Knowledge of Technical Areas Defined within the SOW

1. Tactical Traffic Management
2. Strategic Traffic Management
3. Safety, Security, and Environment
4. System Performance and Assessment Measurements
5. Weather Impact
6. Infrastructure
7. Economic Analysis
8. Data, Tools, and Training Support

1.1.2 Research Capabilities

1. Research Areas Outside of SOW

2. Demonstration of Research Capabilities

- 1.1.3 Tools and Infrastructure Overview
 - 1. Modeling Tools and Databases
 - 2. Research Laboratories
 - 3. Infrastructure Support

- 1.1.4 Additional Experience

Factor 2 – Past Performance

The Offeror's Past Performance will be evaluated on an Acceptable/Unacceptable basis. Offerors are to note that in conducting the Past Performance evaluation, the FAA will use both data provided by the Offeror and data obtained from other sources. The following definitions apply:

Acceptable - The Offeror's product or service satisfies the Government's base requirements as specified in the SOW. Few weaknesses exist which are likely to affect overall program schedule, product quality or performance.

Unacceptable - The Offeror's product or service does not meet the base requirements as specified in the SOW. Expected program schedules, product or performance are likely to be impacted by the Offeror's proposed solution.

Factor 3 – Cost

The base and option periods will be added together to establish the Offeror's total proposed prices for evaluation; however this does not bind the Government to exercise the options. The Government may use cost/price analysis to evaluate the cost estimates or prices, not only to determine whether or not they are reasonable, but also to determine the Offeror's understanding of the work and the Offeror's ability to perform the contract. The price for all base and option years will be evaluated for:

- 1. Reasonableness and Realism – An assessment of the Offeror's estimating methodology to determine whether the proposed prices/costs are reasonable and realistic based upon the identified requirements.
- 2. Completeness – This includes responsiveness in addressing all SIR requirements. The proposal will be reviewed to ensure data provided is sufficient to allow a complete analysis and evaluation of the costs or prices delineated in Section B.

M.3 RISK ANALYSIS

The government will evaluate all risks associated with each Offeror's submission.

M.3.1 DEFINITION OF RISK

Risk is defined as the Government's degree of confidence that the Offeror successfully will meet schedule and performance baseline implicitly or explicitly incorporated into the proposal and that the benefits in relation to the factors will be realized. The primary criteria to be used in the assessment of risk will be the degree to which the Offeror substantiates the ability to meet schedule, cost, and performance components of the SIR. The evaluation of risk also will focus on whether or not each proposal volume supports and is logically consistent with information supplied in other volumes. Additionally, risk analysis will be used to examine any unsubstantiated representations made in any proposal volume.

M.3.2 DEGREE OF RISK

Risk will be identified individually at the factor level (Technical, Past Performance, and Cost). Risk elements assessed may not be assigned equal importance in determining the overall degree of risk to the Government inherent in each Offeror's proposal. Therefore, a single, unmitigated risk item may pose such a high degree of uncertainty as to cause the entire proposal to be determined as high risk to the Government. Risk will be adjectivally rated as follows:

High (H): Likely to cause significant, serious disruption of work schedule, quality problem, increase in cost, or degradation of work performance even with special contractor emphasis and close Government monitoring.

Moderate (M): Can potentially cause some disruption of work schedule, increase in cost, quality problems, or degradation of work performance. However, special contractor emphasis and close Government monitoring will probably be able to overcome difficulties; and

Low (L): Has little potential to cause disruption of work schedule, increase in cost, or degradation of work performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.

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